

Generator Network Acceptable Use Policy

Introduction

Generator is committed to complying with New Zealand laws and regulations governing the use of telecommunications services, including internet access, email transmission and voice telephony, and protecting the integrity of Generator's Network and telecommunications services for the benefit of all its customers to use without interference or harassment from other users. The Generator Network Acceptable Use Policy, ("Network AUP" or "AUP") is constructed to assist in achieving these goals.

By using Generator's Network (telecommunications services), as defined below, customer(s) agree to comply with this AUP and remain responsible for its users (employees, contractors and guests) compliance with the AUP. Generator reserves the right to change the terms of this AUP at any time, effective when published on Generator's website at generatornz.com/network-aup. Customers use of the Network after changes to the AUP are published constitutes the customers' acceptance of any and all changes.

Scope of the AUP

This AUP applies to the Generator services that provide (or include) access to the Network, including Internet Access, Telephony Services, Audio Visual Services, Hosting Services, Co- Location Services, or any other Services that are provided over our Hardwired and Wireless Network(s).

Prohibited Activities

General Prohibitions: Generator prohibits the use of the Network in any way that is unlawful, harmful or interferes with the operation of Generator's Network or Systems, or the network or systems of any other provider, or interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam email, a security risk or a violation of privacy.

Unlawful Activities: The Network shall not be used in connection with any criminal or civil violation of any applicable local, national or international law, treaty, court order, bylaw or regulation.

Security Violations: Customers are responsible for ensuring and maintaining the security of their systems and machines that connect to and use the Network, including implementation of all necessary patches and system updates.

Network services may not be used to interfere with, gain unauthorized access to or otherwise violate the security of Generator's (or another party's) network, server, computer, machine, personal electronic device, software or data, or other systems, or attempt any of the following;

- Unauthorised monitoring (active or passive), scanning or probing of network or systems, or any other actions resulting in the unauthorised interception of data;
- Hacking, attaching, gaining access to, breaching, circumventing or testing the vulnerability of any host, network, server, computer, machine, personal electronic device, software or data, or other systems without the express authorisation of the owner of the system or network;
- Unauthorised monitoring (active or passive), scanning or probing of network or systems, or any other actions resulting in the unauthorised interception of data;
- Hacking, attaching, gaining access to, breaching, circumventing or testing the vulnerability of any host, network, server, computer, machine, personal electronic device, software or data, or other systems without the express authorisation of the owner of the system or network;
- Impersonating others or secretly or deceptively obtaining personal information of third parties (social engineering, phishing, etc.);
- Using any program, script, tool, code or commands or transmission of any message or content designed to interfere with the access to or use of the Network, or any network or system;

- Distributing or using tools designed to compromise security, including hacking or cracking tools, packet sniffers, network probing tools (except in the case of authorised and legitimate network security operations);
- Knowingly uploading or distributing files that contain viruses, spyware, malware, worms, trojan horses or root kits, or any other similar malicious software or programs that may damage or interfere with the operation of another's computer, network, system, or property;
- Using any manual or automated means to avoid any usage limitations placed on the use of the Network;
- Providing guidance, information or assistance with respect to causing damage or a security breach of Generators Network or systems, or to the network or systems of any other telecommunications service provider;
- Failure to take reasonable security precautions to help prevent violations of this AUP.

Fair Use

It is important to Generator that all customers with Network access are able to access a quality service, as such a fair use provision applies to our Network AUP.

- We may apply our fair use provisions where in our reasonable opinion your usage of our services is excessive and/or unreasonable as detailed below;
- Our fair use provisions reference average customer usage profiles and estimated customer usage of our services;

- If in our reasonable opinion we consider your usage to significantly exceed our average customer usage profiles, be unfair, unreasonable and/or excessive usage, or cause congestion that impacts other Network users, we may suspend, modify or restrict your use of the Network;
- This fair usage provision does not apply to DIA (Dedicated Internet Access) where a customer has purchased a specific DIA circuit or connection with a guaranteed CIR (committed information rate).

Customer Responsibilities & Enforcement

Customers remain solely and fully responsible for their use of the Network, including any misuse of their Network connectivity, the content of any material posted, hosted, downloaded or uploaded, created, accessed or transmitted using the Network. Generator has no responsibility for any material created on Generators Network or accessible using the Network.

Customers failure to follow the guidelines set forth in this AUP may result in Generator taking actions anywhere from a warning to a suspension or termination of the customers Network access. Where reasonably practicable Generator may provide the Customer with a notice of an AUP violation via email or otherwise, to allow the customer to promptly correct such a violation.